

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

GM GLOBAL TECHNOLOGY
OPERATIONS, LLC

Plaintiff,

v.

QUALITY COLLISION PARTS, INC.,

Defendant.

Case No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR DESIGN PATENT INFRINGEMENT

Plaintiff GM Global Technology Operations, LLC (“GM Global Technology” or “GTO” or “Plaintiff”), by and through its attorneys Honigman, LLP, for its complaint against Defendant Quality Collision Parts, Inc. (“Quality Collision” or “Defendant”), hereby alleges as follows:

NATURE OF THE ACTION

1. This is an action for design patent infringement arising under the Patent laws of the United States, 35 U.S.C § 101 *et seq.* GM Global Technology is the owner and assignee of the designs claimed in United States Patent Nos. D670,840, D843,025, D807,241, D805,964, D811,954, D811,964, D826,114, D800,615, D867,939, and D777,622 (collectively the “Asserted GM Patents”).

2. Quality Collision has used and continues to use the claimed designs of the Asserted GM Patents, without the permission of GM Global Technology, on various replacement and replica car parts that Quality Collision makes, uses, offers for sale, sells, and/or imports into the United States.

THE PARTIES

3. GM Global Technology is a Delaware limited liability company having a principal place of business at 300 Renaissance Center, Detroit, MI, 48265.

4. Quality Collision is a Michigan corporation with a principal place of business at 5600 E Nine Mile Road, Warren, MI, 48091.

JURISDICTION AND VENUE

5. The Court has subject matter jurisdiction over this patent infringement action under 28 U.S.C. §§ 1331, 1367, and 1338.

6. This Court has personal jurisdiction over Quality Collision at least because Quality Collision (i) transacts and solicits business in the State of Michigan, (ii) is a Michigan corporation, and (iii) is committing acts of patent infringement in the State of Michigan, at least, by selling, offering to sell, and/or importing replacement and replica car parts that infringe the Asserted GM Patents.

7. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and 1400 because Quality Collision is incorporated in the State of Michigan, and because Quality Collision has a regular and established place of business in this judicial

district, including its principal place of business at 5600 E Nine Mile Road, Warren, MI, 48091. Quality Collision’s operations in this district include the soliciting of business in this district, including with respect to replacement and replica car parts that infringe the Asserted GM Patents, and the committing of acts of infringement in this judicial district, by selling, offering to sell, and importing into this district replacement and replica car parts that infringe the Asserted GM Patents. Quality Collision states on its web site that it “service[s] aftermarket auto body parts to residents in these [Michigan] cities,” many of which are in this judicial district: “Auburn Hills, Allen Park, Berkley, Beverly Hills, Birmingham, Bloomfield Hills, Center Line, Chesterfield, Clarkston, Clawson, Dearborn Heights, Detroit, Eastpointe, Farmington, Ferndale, Franklin, Grosse Pointe, Hazel Park, Huntington Wood, Livonia, Macomb, Madison Heights, Mount Clemens, Novi, Oak Park, Rochester, Roseville, Royal Oak, Southfield, Southgate, Sterling Heights, Troy, Utica, Walled Lake, Warren, West Bloomfield, Wixom, Woodhaven.” (Exhibit 21.)¹

¹ Exhibit 21 is a collection of screenshots of the following Quality Collision web pages (the exhibit contains added sequential numbering):

<https://www.qualityautomotivepart.com/>,
<https://www.qualityautomotivepart.com/general-motors--gm-.html>,
<https://www.qualityautomotivepart.com/chevrolet.html>,
<https://www.qualityautomotivepart.com/aftermarket-grilles-mi.html>,
<https://www.qualityautomotivepart.com/head-light---tail-light.html>,
<https://www.qualityautomotivepart.com/aftermarket-bumpers-mi.html>,
<https://www.qualityautomotivepart.com/aftermarket-hood-mi-.html>

BACKGROUND

8. General Motors Company is one of the largest automotive vehicle manufacturers and innovators in the world. GM Global Technology is a wholly-owned subsidiary of General Motors Holdings LLC, which is a wholly-owned subsidiary of General Motors Company. General Motors LLC is also a wholly-owned subsidiary of General Motors Holdings LLC and is the U.S. operating unit of General Motors Company (as used herein, “GM” refers to General Motors Company and its U.S. Operating Entity General Motors LLC).

9. For over a century, GM has been a pioneer and at the forefront of the design of unique vehicles, auto bodies, and components, creating innovative and aesthetically beautiful designs from the iconic Chevrolet Corvette to the Cadillac Escalade. GM manages a team of hundreds of designers globally, investing millions of dollars annually in the design of its products.

10. GM updates its products with regularity, which includes aesthetic updates to the ornamental designs of its vehicles and to specific parts of each of its vehicles.

11. GM sells individual vehicle components, including replacement parts and accessories.

12. GM through its Global Technology subsidiary invests heavily in the protection of the unique and innovative ornamental features embodied in its vehicles

and the component parts of those vehicles, and has applied for and received over a thousand issued U.S. Design Patents.

13. Quality Collision is in the business of selling replacement and replica parts for automotive vehicles. These replacement parts are intended and designed to be substitutable with the GM branded parts, and are intended and designed to be, and indeed are, near-identical (if not completely identical) carbon copies in terms of ornamental appearance to the GM parts that they are meant to replace. Quality Collision's business model is premised on the offering of replacement components that perfectly match the ornamental appearance of OEM components, including those of GM, and Quality Collision profits heavily from the misuse and infringement of GM's patented ornamental designs.

14. Quality Collision recognizes the aesthetic similarity of the parts it sells with GTO's patented designs: "[Quality Collision's] aftermarket General Motors (GM) auto body parts are designed and built to fit the exact specifications of your General Motors (GM) vehicle." (Ex. 21, p. 7.) Quality Collision claims that buying these replica parts from Quality Collision will "save you money on your General Motors (GM) auto body parts" as compared to purchasing the same parts from a "General Motors (GM) dealership." (*Id.*) In fact, Quality Collision suggests consumers "grab the estimate" from an authorized GM "dealership" and then "give us a call and let us try to save you money." (*Id.*)

15. Quality Collision's widespread and ongoing infringement has caused and continues to cause significant damage to GM. Because Quality Collision does not invest in design and intellectual property, but rather copies the patented designs of GM, it is able to charge less for aftermarket replacement parts than an authorized GM dealer. Quality Collision touts exactly this type of price undercutting and copying as the sole reason for a customer to purchase a Quality Collision infringing product. Its web site gives an example:

You are driving a 2015 GMC Acadia and you are looking for a front bumper. You began heading to General Motors (GM) collision shops and General Motors (GM) dealerships and they were all quoting you \$450 and up. If you purchase the 2015 GMC Acadia bumper from us you will only be paying \$258.00. This will save you \$192.00 that can go towards paint and installation. If you needed more parts on your vehicle besides the front bumper, you can save at least half of the estimate on parts. **These are the same General Motors (GM) aftermarket auto body parts that your General Motors (GM) collision shop and General Motors (GM) dealership is quoting you for.**

(*Id.* at p. 9) (emphasis added).

16. Quality Collision's infringement of Asserted GM Patents is widespread and ongoing, and extends across many categories of replacement parts, including but not limited to: mirrors, grilles, hoods, fenders, bumpers, headlamps, and taillamps.

17. Quality Collision's infringement of Asserted GM Patents has caused, is causing, and will continue to cause irreparable harm to GM, including but not limited

to: lost profits, lost customers, lost market share, price erosion, reputational harm, loss of good will, and harm to GM's reputation for innovation.

18. Quality Collision was made aware of the Asserted GM Patents at least through the initiation of a governmental investigation and regulatory action that occurred in July 2022.

19. Specifically, in July 2022, Customs and Border Protection ("CBP") seized a number of parts from Quality Collision's facilities in Warren and Richmond, Michigan, for various intellectual property violations, including that the seized parts infringed or were suspected of infringing on certain trademarks and design patents of various automotive companies including GM.

20. At CBP's request, in December 2022, GM employees inspected the seized parts at a CBP facility and concluded that the seized parts infringed upon various of GM's intellectual property rights, including infringing upon a number of GM's issued design patents, a portion of which include the Asserted GM Patents. GM provided evidence to CBP detailing the basis for its determination of design patent infringement in the form of various sworn affidavits.

21. On information and belief, in and around December 2022, Quality Collision learned of GM's determination of design patent infringement, including that GM alleged design patent infringement of the Asserted GM Patents and the basis for those allegations as set forth in GM's sworn affidavits.

22. During discussions with Quality Collision's previous counsel (Varnum) on May 22, 2023, Quality Collision was directed to and provided information regarding GM's virtual patent marking list located at <https://www.gmparts.com/gm-part-design-patents>. GM's virtual patent marking list includes all of the Asserted GM Patents and a correlation with their respective commercial embodiments.

23. Quality Collision was formally notified, in writing, of its infringement of the Asserted GM Patents no later than June 13, 2023, in a letter from GM counsel to Quality Collision. (Exhibit 22.) On August 7, 2023, counsel for Quality Collision acknowledged to GM counsel that it was in possession of copies of the various affidavits outlining the basis and evidence for GM's determination of design patent infringement that GM had previously provided to CBP.

24. Quality Collision does not have a license or any other authorization to practice the designs of the Asserted GM Patents.

COUNT I
(Infringement of U.S. Patent D670,840)

25. GM Global Technology restates and incorporates by reference each of its allegations in paragraphs 1-24 as if fully set forth herein.

26. One of GM Global Technology's designs is shown in United States Patent No. D670,840 ("the D'840 Patent"). The D'840 Patent is titled "Vehicle Head Lamp," and was duly issued by the United States Patent and Trademark Office

(“USPTO”) on November 13, 2012. A true and correct copy of the D’840 Patent is attached hereto as Exhibit 1.

27. The D’840 Patent is assigned to GM Global Technology, which owns all substantial rights, interest, and title in the D’840 Patent.

28. The D’840 Patent is presumed valid and enforceable.

29. The design of the D’840 Patent is commercially embodied in the 2013-2016 Chevrolet Malibu headlamp.

30. On its website, Quality Collision specifically states that it carries aftermarket auto body parts for the Chevrolet Malibu (1997-present) and for Chevrolet headlights, which includes the 2013-2016 Chevrolet Malibu headlamp. (Ex. 21, pp. 8, 15, 17.) Quality Collision’s web site further states that it carries aftermarket auto body parts for “Chevrolet Aftermarket Headlights.” (*Id.* at 29.)

31. As shown in claim chart attached as Exhibit 2 hereto, Quality Collision’s Part Nos. GM2502362, GM2503362, and GM2503400 directly infringe the D’840 Patent and are substantially similar, if not identical, to the designs disclosed in the D’840 Patent.

32. Quality Collision has made, used, offered for sale, sold, and/or imported into the United States at least Part Nos. GM2502362, GM2503362, and GM2503400, having designs that infringe the D’840 Patent.

33. Quality Collision has been on notice of its infringement of the D’840

Patent at least by December 7, 2022, if not earlier, and Quality Collision's infringement is willful.

34. Quality Collision does not have a license to practice the designs claimed in the D'840 Patent, and is not otherwise authorized to do so.

35. Accordingly, Quality Collision has engaged in infringing acts related to the D'840 Patent with knowledge of the fact Quality Collision's parts infringe the D'840 Patent. Further, Quality Collision has disregarded an objectively high likelihood of infringement of the D'840 Patent, and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of GM Global Technology's rights.

COUNT II
(Infringement of U.S. Patent D843,025)

36. GM Global Technology restates and incorporates by reference each of its allegations in paragraphs 1-35 as if fully set forth herein.

37. One of GM Global Technology's designs is shown in United States Patent No. D843,025 ("the D'025 Patent"). The D'025 Patent is titled "Vehicle Front Headlamp," and was duly issued by the USPTO on March 12, 2019. A true and correct copy of the D'025 Patent is attached hereto as Exhibit 3.

38. The D'025 Patent is assigned to GM Global Technology, which owns all substantial rights, interest, and title in the D'025 Patent.

39. The D'025 Patent is presumed valid and enforceable.

40. The design of the D'025 Patent is commercially embodied in the 2019-

2024 Chevrolet Malibu headlamp.

41. On its website, Quality Collision specifically states that it carries aftermarket auto body parts for the Chevrolet Malibu (1997-present) and for Chevrolet headlights which includes the 2019-2024 Chevrolet Malibu headlamp. (Ex. 21, pp. 8, 15, 17, 29.)

42. As shown in the attached claim chart at Exhibit 4 attached hereto, Quality Collision's Part Nos. GM2502498 and GM2503498 directly infringe the D'025 Patent and are substantially similar, if not identical, to the designs disclosed in the D'025 Patent.

43. Quality Collision has made, used, offered for sale, sold, and/or imported into the United States at least Part Nos. GM2502498 and GM2503498, having designs that infringe the D'025 Patent.

44. Quality Collision has been on notice of its infringement of the D'025 Patent at least by December 7, 2022, if not earlier, and Quality Collision's infringement is willful.

45. Quality Collision does not have a license to practice the designs claimed in the D'025 Patent, and is not otherwise authorized to do so.

46. Accordingly, Quality Collision has engaged in infringing acts related to the D'025 Patent with knowledge of the fact Quality Collision's parts infringe the D'025 Patent. Further, Quality Collision has disregarded an objectively high

likelihood of infringement of the D'025 Patent, and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of GM Global Technology's rights.

COUNT III
(Infringement of U.S. Patent D807,241)

47. GM Global Technology restates and incorporates by reference each of its allegations in paragraphs 1-46 as if fully set forth herein.

48. One of GM Global Technology's designs is shown in United States Patent No. D807,241 ("the D'241 Patent"). The D'241 Patent is titled "Vehicle Grille," and was duly issued by the USPTO on January 9, 2018. A true and correct copy of the D'241 Patent is attached hereto as Exhibit 5.

49. The D'241 Patent is assigned to GM Global Technology, which owns all substantial rights, interest, and title in the D'241 Patent.

50. The D'241 Patent is presumed valid and enforceable.

51. The design of the D'241 Patent is commercially embodied in the 2018-2021 Chevrolet Equinox grille.

52. On its website, Quality Collision specifically states that it carries aftermarket auto body parts for the Chevrolet Equinox (2005-present) and for Chevrolet grilles which includes the 2018-2021 Chevrolet Equinox grille. (Ex. 21, pp. 9, 15, 18, 23.)

53. As shown in the attached claim chart at Exhibit 6 attached hereto, Quality Collision's Part Nos. GM1200760 and GM1200685 directly infringe the

D'241 Patent and are substantially similar, if not identical, to the designs disclosed in the D'241 Patent.

54. Quality Collision has made, used, offered for sale, sold, and/or imported into the United States at least Part Nos. GM1200760 and GM1200685, having designs that infringe the D'241 Patent. This includes the grille alone and in combination as part of a larger grille assembly.

55. Quality Collision has been on notice of its infringement of the D'241 Patent at least by December 7, 2022, if not earlier, and Quality Collision's infringement is willful.

56. Quality Collision does not have a license to practice the designs claimed in the D'241 Patent, and is not otherwise authorized to do so.

57. Accordingly, Quality Collision has engaged in infringing acts related to the D'241 Patent with knowledge of the fact Quality Collision's part infringes the D'241 Patent. Further, Quality Collision has disregarded an objectively high likelihood of infringement of the D'241 Patent, and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of GM Global Technology's rights.

COUNT IV
(Infringement of U.S. Patent D805,964)

58. GM Global Technology restates and incorporates by reference each of its allegations in paragraphs 1-57 as if fully set forth herein.

59. One of GM Global Technology's designs is shown in United States

Patent No. D805,964 (“the D’5,964 Patent”). The D’5,964 Patent is titled “Vehicle Grille,” and was duly issued by the USPTO on December 26, 2017. A true and correct copy of the D’5,964 Patent is attached hereto as Exhibit 7.

60. The D’5,964 Patent is assigned to GM Global Technology, which owns all substantial rights, interest, and title in the D’5,964 Patent.

61. The D’5,964 Patent is presumed valid and enforceable.

62. The design of the D’5,964 Patent is commercially embodied in the 2017-2019 Buick LaCrosse Grille.

63. On its website, Quality Collision specifically states that it carries aftermarket auto body parts for the Buick Lacrosse and for GM grilles which includes the 2017-2019 Buick LaCrosse Grille. (Ex. 21, pp. 7, 23.)

64. As shown in the attached claim chart at Exhibit 8 attached hereto, Quality Collision’s Part Nos. GM1200749 and ASYA16 directly infringe the D’5,964 Patent and are substantially similar, if not identical, to the designs disclosed in the D’5,964 Patent.

65. Quality Collision has made, used, offered for sale, sold, and/or imported into the United States at least Part Nos. GM1200749 and ASYA16, having designs that infringe the D’5,964 Patent. This includes the grille alone and in combination as part of an assembly.

66. Quality Collision has been on notice of its infringement of the D’5,964

Patent at least by December 7, 2022, if not earlier, and Quality Collision's infringement is willful.

67. Quality Collision does not have a license to practice the designs claimed in the D'5,964 Patent, and is not otherwise authorized to do so.

68. Accordingly, Quality Collision has engaged in infringing acts related to the D'5,964 Patent with knowledge of the fact Quality Collision's part infringes the D'5,964 Patent. Further, Quality Collision has disregarded an objectively high likelihood of infringement of the D'5,964 Patent, and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of GM Global Technology's rights.

COUNT V
(Infringement of U.S. Patent D811,954)

69. GM Global Technology restates and incorporates by reference each of its allegations in paragraphs 1-68 as if fully set forth herein.

70. One of GM Global Technology's designs is shown in United States Patent No. D811,954 ("the D'954 Patent"). The D'954 Patent is titled "Radiator Grille of Car," and was duly issued by the USPTO on March 6, 2018. A true and correct copy of the D'954 Patent is attached hereto as Exhibit 9.

71. The D'954 Patent is assigned to GM Global Technology, which owns all substantial rights, interest, and title in the D'954 Patent.

72. The D'954 Patent is presumed valid and enforceable.

73. The design of the D'954 Patent is commercially embodied in the 2017-2022 Buick Encore Grille.

74. On its website, Quality Collision specifically states that it carries aftermarket auto body parts for the Buick Encore and for GM grilles which includes the 2017-2022 Buick Encore grille. (Ex. 21, pp. 7, 23.)

75. As shown in the attached claim chart at Exhibit 10 attached hereto, Quality Collision's Part Nos. FZ1109, ASY4127, ASY4128, and ASY4127A directly infringe the D'954 Patent and are substantially similar, if not identical, to the designs disclosed in the D'954 Patent.

76. Quality Collision has made, used, offered for sale, sold, and/or imported into the United States at least Part Nos. FZ1109, ASY4127, ASY4128, and ASY4127A, having designs that infringe the D'954 Patent. This includes the grille alone and in combination as part of an assembly. .

77. Quality Collision has been on notice of its infringement of the D'954 Patent at least by December 7, 2022, if not earlier, and Quality Collision's infringement is willful.

78. Quality Collision does not have a license to practice the designs claimed in the D'954 Patent, and is not otherwise authorized to do so.

79. Accordingly, Quality Collision has engaged in infringing acts related to the D'954 Patent with knowledge of the fact Quality Collision's part infringes the

D'954 Patent. Further, Quality Collision has disregarded an objectively high likelihood of infringement of the D'954 Patent, and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of GM Global Technology's rights.

COUNT VI
(Infringement of U.S. Patent D811,964)

80. GM Global Technology restates and incorporates by reference each of its allegations in paragraphs 1-79 as if fully set forth herein.

81. One of GM Global Technology's designs is shown in United States Patent No. D811,964 ("the D'1,964 Patent"). The D'1,964 Patent is titled "Vehicle Front Upper Bumper," and was duly issued by the USPTO on March 6, 2018. A true and correct copy of the D'1,964 Patent is attached hereto as Exhibit 11.

82. The D'1,964 Patent is assigned to GM Global Technology, which owns all substantial rights, interest, and title in the D'1,964 Patent.

83. The D'1,964 Patent is presumed valid and enforceable.

84. The design of the D'1,964 Patent is commercially embodied in the 2018-2021 Chevrolet Equinox Front Bumper.

85. On its website, Quality Collision specifically states that it carries aftermarket auto body parts for the Chevrolet Equinox (2005-present) and for Front & Rear Aftermarket Bumper Covers which includes the 2019-2021 Chevrolet Equinox front bumper. (Ex. 21, pp. 7-8, 9, 15-16, 18, 35.)

86. As shown in the attached claim chart at Exhibit 12 attached hereto,

Quality Collision's Part No. GM1014130 directly infringes the D'1,964 Patent and is substantially similar, if not identical, to the designs disclosed in the D'1,964 Patent.

87. Quality Collision has made, used, offered for sale, sold, and/or imported into the United States at least Part No. GM1014130, having a design that infringes the D'1,964 Patent. This includes the bumper alone and in combination as part of a larger assembly.

88. Quality Collision has been on notice of its infringement of the D'1,964 Patent at least by December 7, 2022, if not earlier, and Quality Collision's infringement is willful.

89. Quality Collision does not have a license to practice the designs claimed in the D'1,964 Patent, and is not otherwise authorized to do so.

90. Accordingly, Quality Collision has engaged in infringing acts related to the D'1,964 Patent with knowledge of the fact Quality Collision's part infringes the D'1,964 Patent. Further, Quality Collision has disregarded an objectively high likelihood of infringement of the D'1,964 Patent, and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of GM Global Technology's rights.

COUNT VII
(Infringement of U.S. Patent D826,114)

91. GM Global Technology restates and incorporates by reference each of

its allegations in paragraphs 1-90 as if fully set forth herein.

92. One of GM Global Technology's designs is shown in United States Patent No. D826,114 ("the D'114 Patent"). The D'114 Patent is titled "Vehicle Front Bumper," and was duly issued by the USPTO on August 21, 2018. A true and correct copy of the D'114 Patent is attached hereto as Exhibit 13.

93. The D'114 Patent is assigned to GM Global Technology, which owns all substantial rights, interest, and title in the D'114 Patent.

94. The D'114 Patent is presumed valid and enforceable.

95. The design of the D'114 Patent is commercially embodied in the 2019-2020 Chevrolet Malibu Fascia.

96. On its website, Quality Collision specifically states that it carries aftermarket auto body parts for the Chevrolet Malibu (1997-present) and for Chevrolet Upper, Center, & Lower Grille Moldings which includes the 2019-2020 Chevrolet Malibu fascia. (Ex. 21, pp. 8, 15, 17, 23.)

97. As shown in the attached claim chart at Exhibit 14 attached hereto, Quality Collision's Part No. GM1000A37 directly infringes the D'114 Patent and is substantially similar, if not identical, to the designs disclosed in the D'114 Patent.

98. Quality Collision has made, used, offered for sale, sold, and/or imported into the United States at least Part No. GM1000A37, having a design that infringes the D'114 Patent. This includes the fascia alone and in combination as part

of a larger assembly.

99. Quality Collision has been on notice of its infringement of the D'114 Patent at least by December 7, 2022, if not earlier, and Quality Collision's infringement is willful.

100. Quality Collision does not have a license to practice the designs claimed in the D'114 Patent, and is not otherwise authorized to do so.

101. Accordingly, Quality Collision has engaged in infringing acts related to the D'114 Patent with knowledge of the fact Quality Collision's part infringes the D'114 Patent. Further, Quality Collision has disregarded an objectively high likelihood of infringement of the D'114 Patent, and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of GM Global Technology's rights.

COUNT VIII
(Infringement of U.S. Patent D800,615)

102. GM Global Technology restates and incorporates by reference each of its allegations in paragraphs 1-101 as if fully set forth herein.

103. One of GM Global Technology's designs is shown in United States Patent No. D800,615 ("the D'615 Patent"). The D'615 Patent is titled "Front Bumper of Car," and was duly issued by the USPTO on October 24, 2017. A true and correct copy of the D'615 Patent is attached hereto as Exhibit 15.

104. The D'615 Patent is assigned to GM Global Technology, which owns all substantial rights, interest, and title in the D'615 Patent.

105. The D'615 Patent is presumed valid and enforceable.

106. The design of the D'615 Patent is commercially embodied in the 2017-2022 Buick Encore Fascia.

107. On its website, Quality Collision specifically states that it carries aftermarket auto body parts for Buick Encore and for Bumper Cover(s) which includes the 2017-2022 Buick Encore Fascia. (Ex. 21, pp. 7, 35, 36.)

108. As shown in the attached claim chart at Exhibit 16 attached hereto, Quality Collision's Part Nos. GM1014127, ASY4127A, and ASY4128 directly infringe the D'615 Patent and are substantially similar, if not identical, to the designs disclosed in the D'615 Patent.

109. Quality Collision has made, used, offered for sale, sold, and/or imported into the United States at least Part Nos. GM1014127, ASY4127A, and ASY4128, having designs that infringe the D'615 Patent. This includes the fascia alone and in combination as part of an assembly.

110. Quality Collision has been on notice of its infringement of the D'615 Patent at least by December 7, 2022, if not earlier, and Quality Collision's infringement is willful.

111. Quality Collision does not have a license to practice the designs claimed in the D'615 Patent, and is not otherwise authorized to do so.

112. Accordingly, Quality Collision has engaged in infringing acts related

to the D'615 Patent with knowledge of the fact Quality Collision's part infringes the D'615 Patent. Further, Quality Collision has disregarded an objectively high likelihood of infringement of the D'615 Patent, and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of GM Global Technology's rights.

COUNT IX
(Infringement of U.S. Patent D867,939)

113. GM Global Technology restates and incorporates by reference each of its allegations in paragraphs 1-112 as if fully set forth herein.

114. One of GM Global Technology's designs is shown in United States Patent No. D867,939 ("the D'939 Patent"). The D'939 Patent is titled "Vehicle Grille Bezel," and was duly issued by the USPTO on November 26, 2019. A true and correct copy of the D'939 Patent is attached hereto as Exhibit 17.

115. The D'939 Patent is assigned to GM Global Technology, which owns all substantial rights, interest, and title in the D'939 Patent.

116. The D'939 Patent is presumed valid and enforceable.

117. The design of the D'939 Patent is commercially embodied in the 2019 Chevrolet Cruze Grille.

118. On its website, Quality Collision specifically states that it carries aftermarket auto body parts for the Chevrolet Cruze (compact) (2008-present) and for Chevrolet Grilles which includes the 2019 Chevrolet Cruze grille bezel. (Ex. 21, pp. 7, 15, 17, 23.)

119. As shown in the attached claim chart at Exhibit 18 attached hereto, Quality Collision's Part No. ASYA36CV includes a part that directly infringes the D'939 Patent and is substantially similar, if not identical, to the designs disclosed in the D'939 Patent.

120. Quality Collision has made, used, offered for sale, sold, and/or imported into the United States at least Part No. ASYA36CV, having a part that has a design that infringes the D'939 Patent. This includes the grille bezel alone and in combination as part of an assembly.

121. Quality Collision has been on notice of its infringement of the D'939 Patent at least by December 7, 2022, if not earlier, and Quality Collision's infringement is willful.

122. Quality Collision does not have a license to practice the designs claimed in the D'939 Patent, and is not otherwise authorized to do so.

123. Accordingly, Quality Collision has engaged in infringing acts related to the D'939 Patent with knowledge of the fact Quality Collision's part infringes the D'939 Patent. Further, Quality Collision has disregarded an objectively high likelihood of infringement of the D'939 Patent, and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of GM Global Technology's rights.

COUNT X
(Infringement of U.S. Patent D777,622)

124. GM Global Technology restates and incorporates by reference each of

its allegations in paragraphs 1-123 as if fully set forth herein.

125. One of GM Global Technology's designs is shown in United States Patent No. D777,622 ("the D'622 Patent"). The D'622 Patent is titled "Vehicle Hood," and was duly issued by the USPTO on January 31, 2017. A true and correct copy of the D'622 Patent is attached hereto as Exhibit 19.

126. The D'622 Patent is assigned to GM Global Technology, which owns all substantial rights, interest, and title in the D'622 Patent.

127. The D'622 Patent is presumed valid and enforceable.

128. The design of the D'622 Patent is commercially embodied in the 2016-2019 Chevrolet Cruze hood.

129. On its website, Quality Collision specifically states that it carries aftermarket auto body parts for the Chevrolet Cruze (compact) (2008-present) and for Chevrolet Hoods which includes the 2016-2019 Chevrolet Cruze hood. (Ex. 21, pp. 7, 15, 17, 40.)

130. As shown in the attached claim chart at Exhibit 20 attached hereto, Quality Collision's Part No. GM1230443 directly infringes the D'622 Patent and is substantially similar, if not identical, to the designs disclosed in the D'622 Patent.

131. Quality Collision has made, used, offered for sale, sold, and/or imported into the United States at least Part No. GM1230443, having a design that infringes the D'622 Patent. This includes the hood alone and in combination as part

of a larger assembly.

132. Quality Collision has been on notice of its infringement of the D'622 Patent at least by December 7, 2022, if not earlier, and Quality Collision's infringement is willful.

133. Quality Collision does not have a license to practice the designs claimed in the D'622 Patent, and is not otherwise authorized to do so.

134. Accordingly, Quality Collision has engaged in infringing acts related to the D'622 Patent with knowledge of the fact Quality Collision's part infringes the D'622 Patent. Further, Quality Collision has disregarded an objectively high likelihood of infringement of the D'622 Patent, and has acted, and continues to act, willfully, wantonly, and in deliberate disregard of GM Global Technology's rights.

CLAIM FOR RELIEF

WHEREFORE, GM Global Technology respectfully requests that the Court grant the following relief:

(a) A judgment that Quality Collision has infringed each of the Asserted GM Patents;

(b) A permanent injunction enjoining Quality Collision, and all persons in concert with Quality Collisions, from infringing each of the Asserted GM Patents;

(c) A judgment and order requiring Quality Collision to pay GM Global Technology all damages caused by Quality Collision's infringement of each of the

Asserted GM Patents (but in no event less than a reasonable royalty) pursuant to 35 U.S.C. § 284, or the total profit made by Quality Collision from its infringement of each of the Asserted GM Patents pursuant to 35 U.S.C. § 289;

(d) A judgment and order requiring Quality Collision to pay GM Global Technology supplemental damages or profits for any continuing post-verdict infringement up until entry of the final judgment, with an accounting, as needed;

(e) A judgment and order finding that Quality Collision's conduct was willful and requiring Quality Collision to pay GM Global Technology increased damages up to three times the amount found or assessed pursuant to 35 U.S.C. § 284;

(f) A judgment and order requiring Quality Collision to pay GM Global Technology pre-judgment and post-judgment interest on any damages or profits awarded;

(g) A determination that this action is an exceptional case pursuant to 35 U.S.C. § 285;

(h) An award of GM Global Technology's attorneys' fees for bringing and prosecuting this action;

(i) An award of GM Global Technology's costs and expenses incurred in bringing and prosecuting this action; and

(j) Such further and additional relief as this Court deems just and proper.

JURY DEMAND

GM Global Technology demands a trial by jury as to all issues triable herein.

Date: November 29, 2023

Respectfully submitted,

HONIGMAN LLP

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